

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

IN THE STEUBEN CIRCUIT COURT

76C01-0507-MI-0241
CAUSE NO. _____

IN RE: MITCHELL T. WOLFE,)
)
) Respondent.)

AVC NO. 05-028

FILED

JUL 18 2005

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General *Deirdre Prich*
Terry Tolliver, and the Respondent, Mitchell T. Wolfe enter into an Assurance of Voluntary
Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.
CLERK, STEUBEN CIRCUIT COURT

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a
deceptive act. This Assurance is entered into without any adjudication of any issue of fact or
law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 1005 Oakcrest Drive, Angola,
Indiana, 46703, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his
employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection
Division of the Office of the Attorney General to investigate matters hereinafter described,
pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1, *et seq.*
4. The Respondent acknowledges he has been advised the Attorney General's role in
this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given
the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges

the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the Respondent knows or should reasonably know that it is not.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, a specific price advantage exists as to the subject of a consumer transaction, if it does not and if the Respondent knows or should reasonably know that it does not.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of the consumer transaction within a stated period of time, when the Respondent knows or should reasonably know he could not.

9. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing a consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

10. The Respondent acknowledges, pursuant to Ind. Code §24-5-0.5-2(a)(8), a pyramid promotional scheme is defined as “any program utilizing a pyramid or chain process by

which a participant in the program gives a valuable consideration exceeding One Hundred Dollars (\$100.00) for the opportunity or right to receive compensation or other things of value in return for inducing other persons to become participants for the purpose of gaining new participants in the program. The term does not include ordinary sales of goods or services to persons who are not purchasing in order to participate in such a scheme.” This definition shall include, but is not limited to, any program utilizing a matrix, which shall be further defined as “a business model involving the exchange of money primarily for the purpose of being added to a waiting list for a product. In this model, the individual at the top of the list receives the product only after a set number of people have joined below him or her.”

11. The Respondent acknowledges, pursuant to Ind. Code §24-5-0.5-2(a)(9), promoting a pyramid promotional scheme is defined to mean “(a) Inducing or attempting to induce one (1) or more other persons to become participants in a pyramid promotional scheme; or (b) Assisting another in promoting a pyramid promotional scheme.”

12. The Respondent agrees, pursuant to Ind. Code §24-5-0.5-10(a)(3), to refrain from, either orally or in writing, contriving, preparing, setting up, operating, publicizing by means of advertisements, or promoting a pyramid promotional scheme.

13. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

14. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Fifty Dollars (\$50.00) to the Office of the Attorney General on behalf of Mike Ciulla of Fishkill, New York.

15. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Two Hundred and Seventy-Four Dollars and Ninety-Nine Cents (\$274.99) to the Office of the Attorney General on behalf of Bobby Lockwood of Louisville, Tennessee.

16. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

17. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

18. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

19. The Office of the Attorney General shall file this Assurance with the Circuit Court of Steuben County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 12th day of July, 2005.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney General

By:

Terry Tolliver
Terry Tolliver
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RESPONDENT

Mitchell T. Wolfe
MITCHELL T. WOLFE

APPROVED this 18 day of July, 2005.

Allen N. Wheat

Judge, Steuben County Circuit Court

Distribution:

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